



BellSouth Telecommunications, Inc.

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Nashville, TN 37201-3300

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November 3, 2000

EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

615 214-6301
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VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and USA Quick Phone, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 00-00525

20-01001

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, USA Quick Phone, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Resale Agreement. The Amendment provides for the release of Subscriber Listing Information to Independent Publishers.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Ms. Melissa Covert, USA Quick Phone, Inc.

POSTED
11-7-00

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and USA Quick Phone, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00525~~
00-01001

PETITION FOR APPROVAL OF AMENDMENT TO
THE RESALE AGREEMENT NEGOTIATED BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND USA QUICK PHONE, INC.
PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996

COME NOW, USA QUICK PHONE, INC. ("USA QUICK PHONE") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Resale Agreement dated March 21, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, USA Quick Phone and BellSouth state the following:

1. USA Quick Phone and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to USA Quick Phone. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 29, 2000.

2. The parties have recently negotiated an amendment to the Resale Agreement which provides for the release of Subscriber Listing Information to Independent Publishers. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, USA Quick Phone and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between USA Quick Phone and BellSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. USA Quick Phone and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

USA Quick Phone and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 6th day of Nov., 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

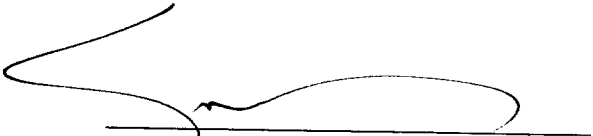
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Resale Agreement on the following via United States Mail on the 6th day of Nov, 2000:

Ms. Melissa Covert
USA Quick Phone, Inc.
1703-A 16th Street
Bridgeport, TX 76426



Guy M. Hicks

Release of Subscriber Listing Information to Independent Publishers

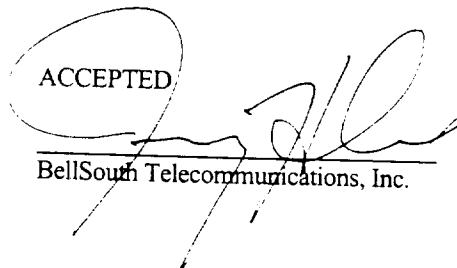
Notwithstanding any provision(s) to the contrary, Vast-Tel/USA Quick Phone agrees to provide to BellSouth, and BellSouth agrees to accept, Subscriber Listing Information (SLI) relating to customers in the geographic area(s) covered by this Interconnection Agreement. Vast-Tel/USA Quick Phone authorizes BellSouth to release all such Vast-Tel/USA Quick Phone SLI provided to BellSouth by Vast-Tel/USA Quick Phone to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such Vast-Tel/USA Quick Phone SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

No compensation shall be paid to Vast-Tel/USA Quick Phone for BellSouth's receipt of Vast-Tel/USA Quick Phone SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of Vast-Tel/USA Quick Phone SLI, Vast-Tel/USA Quick Phone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by Vast-Tel/USA Quick Phone under this Agreement. Vast-Tel/USA Quick Phone shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Vast-Tel/USA Quick Phone listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Vast-Tel/USA Quick Phone any complaints received by BellSouth relating to the accuracy or quality of Vast-Tel/USA Quick Phone listings. The Parties shall negotiate the date for initial release of Vast-Tel/USA Quick Phone listings and subsequent updates. The Vast-Tel/USA Quick Phone listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.


Signature of Authorized Representative

Randell Bracks
Typed or Printed Name

President
Title

ACCEPTED

BellSouth Telecommunications, Inc.

